EXHIBIT "A"



MASTER#:	117
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NATIONAL ACCOUNT FTR PLUS 10 PROGRAM MASTER FIXED TERM RENTAL AGREEMENT

The Customer named below agrees to rent office equipment from Canon U.S.A., Inc. ("Canon USA"), subject to the terms and conditions herein and on the reverse side hereof.

Customer shall place orders hereunder only on Canon USA's form of FTR Rental Schedule. The National Account pricing for Customer shall be set forth in the individual FTR Rental Schedule. Each FTR Rental Schedule will also designate delivery sites, indicate the duration of the rental term and specify by equipment model the quantities of units subject to rental there under. For administrative convenience Customer may reference its internal order number on each FTR Rental Schedule. Any Customer documentation which attempts to vary, modify, or supplement the terms of this Agreement or the FTR Rental Schedule shall be null and void. Canon USA shall attempt to meet Customer's requested delivery dates. Since Canon USA may be subject from time to time to manufacturer production or shipping delays, or both, Customer agrees that Canon USA may, in its sole discretion, allocate distribution among all of its Customers, even though this may effectively limit delivery of ordered units.

FTR RENTAL SCHEDULES PLACED AGAINST THIS MASTER AGREEMENT ARE IRREVOCABLE AND NON-CANCELABLE, except that Customer may, upon thirty (30) days prior written notice to Canon USA, cancel rentals of units of Equipment that Customer can demonstrate have been made obsolete due solely to Customer's office closings or significant office downsizing. During any Contract Year the number of such canceled units shall not exceed 10% (in the aggregate) (the "Percentage") of the maximum number of units of Equipment in an Equipment Segment rented under the FTR Rental Schedules to this Agreement at any time during the immediately preceding Contract Year; provided, that during the first Contract Year the number of such canceled units in an Equipment Segment shall not exceed one-half the Percentage of the maximum number of units of Equipment in an Equipment Segment rented under FTR Rental Schedules to this Agreement at any time during the first Contract Year. The term "Contract Year" shall mean each one-year period. beginning on the date of this Agreement or an annual anniversary of the date of this Agreement. The term "Equipment Segment" shall mean NP analog copiers (Segment 1), GP, iR, iC, digital copiers (Segment 2), facsimile (Segment 3), CLC color (Segment 4) and printers (Segment 5), respectively. To the extent the number of such units made obsolete exceeds the Percentage in any Contract Year (one-half the Percentage in the first Contract Year), Customer agrees to have Canon USA or its Designee reinstall such excess number of units at another Customer site for the balance of the applicable FTR Rental Schedule.

Either party may terminate this Agreement at any time on thirty (30) days prior written notice to the other party. Termination shall not affect individual FTR Rental Schedules then in effect (including the options referred to in Section 2 of the terms and conditions on the reverse side hereof), or relieve either party of obligations incurred prior to the date of termination. This Agreement shall not become effective until it has been signed by a duly-authorized representative of Canon USA, and Canon USA has issued a Schedule Number with respect thereto.

CANON U.S.A., INC.

Allhorided Signature/Dare
Toyotsugu Kuwamura
Director & General Manager 8.17.02

Printed Name/Title

CUSTOMER: General Motors Corporation

Authorized Signature/Date

Other M. Loria / Senior Burger

Printed Name/Title

TERMS AND CONDITIONS

- 1. Canon USA may, at its option, notify Customer in writing of the name and address of a Designee who shall be an independent contractor with the limited authority to act for Canon USA as provided herein. Canon USA may change such Designee at any time upon five (5) days written notice. Customer agrees to pay all charges as are due promptly upon receipt of an invoice therefore. Customer also agrees to pay any and all taxes and assessments levied on the equipment and the use thereof.
- 2. Customer will have the following options at the end of the initial rental term of any FTR Rental Schedule entered into in connection with this Agreement, if Customer has paid in full all charges and is not otherwise in default hereunder: (a) renew the FTR Rental Schedule for a like term, or (b) purchase the equipment. Canon USA's prices in effect at the time Customer exercises the relevant option shall prevail. If Customer fails to notify Canon USA in writing of which such option it has elected at least thirty (30) days prior to the end of the term (or the relevant renewal period), the FTR Rental Schedule shall continue on a month-to-month basis at the same monthly rental charge until either party terminates the FTR Rental Schedule on thinty (30) days prior written notice to the other party. If Customer exercises the purchase option, Canon USA shall, on receipt of payment of the purchase price, remove its plaque and convey title to the equipment to the Customer free and clear of liens and encumbrances arising through Canon USA. Maintenance shall then be available from the Designee in accordance with the Designee's form of agreement and charges then in effect. Designee's agreement shall be the sole agreement with respect to maintenance of purchased equipment.
- 3. Canon USA hereby warrants that it is the owner of the equipment installed pursuant to each FTR Rental Schedule and that it has the right to rent the same to Customer. CANON USA MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF SUCH EQUIPMENT. CANON USA SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE (UNLESS CAUSED BY CANON USA'S NEGLIGENCE), LOSS OF PROFIT OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OF OR INABILITY TO USE THE EQUIPMENT.
- 4. Customer agrees not to make any alteration in the equipment and not to remove it from the location where installed by Carion USA or its Designee without prior written approval. Customer further agrees to return the equipment at the end of the term of each FTR Rental Schedule in the same condition as when received except for reasonable wear and tear. During the term of each FTR Rental Schedule and while Customer has possession of the equipment, Customer assumes all risk of loss or damage to the equipment (not to exceed the purchase price of the equipment at the time of loss or damage as determined by Section 2 above).
- 5. Title to the equipment shall remain at all times with Canon USA and Customer agrees that the Canon plaque affixed to the equipment will not be removed. Customer agrees to keep the equipment free from all liens, security interests and encumbrances. This Agreement shall not be assignable by Customer without Canon USA's prior written consent, and any attempted assignment without such consent shall be void. All rights of Canon USA is the equipment, under this Agreement and any FTR Rental Schedule pursuant hereto may be assigned without notice to Customer and Canon USA anticipates it will assign such rights to Canon Financial Services, Inc. Canon USA is hereby authorized to file a financing statement signed by Canon USA alone to evidence its ownership in the equipment in the possession of Customer.
- 6A. This provision applicable when box A of the applicable FTR Rental Schedule has been initiated by Customer: Customer, at Customer's own cost and expense, shall keep the equipment in good repair, condition and working order, reasonable wear and tear excepted, and shall furnish all parts and servicing required therefore; provided, that Customer shall be entitled to the benefit of any warranties generally made available by Canon USA to end-user purchasers of the equipment at the time of the commencement of the rental term, for the period of time indicated on the warranty card applicable to the item of equipment, which period shall begin as of the date of installation. The Designee shall make maintenance for the equipment available after the expiration of such warranty period in accordance with the Designee's form of maintenance agreement and charges in effect from time. No failure of performance by the Designee in connection with maintenance of the equipment shall relieve Customer of its obligation to pay rent to Canon USA, or any other obligation of Customer under this Agreement.
- 6B. This provision applicable when box B of the applicable FTR Rental Schedule has been initialed by Customer; Canon USA or its Designee shall make available for the equipment routine maintenance and service during its regular business hours (9:00 a.m. to 5:00 p.m., Monday through Friday, except holidays) at no cost to Customer. Customer agrees to use reasonable care in handling and operation of the equipment. Canon USA or its Designee shall have the right (a) to inspect, repeit and remove the equipment at any time during the Customer's business hours and (b) to terminate the rental if Customer uses consumable supplies (other than those distributed by Canon USA) which damage the equipment or cause it to require excess service work or maintenance. Any service work made necessary by Customer's willful act or negligence (including, without limitation, use of supplies other than those distributed by Canon USA which cause abnormally frequent service calls or service problems), or any service work Customer may request to be performed outside regular business hours, shall be invoiced in accordance with Canon USA or its Designee's established service policies. Canon USA shall have the right to substitute equivalent equipment at any time during the term of any FTR Rental Schedule.
- 7. If Customer fails to fully perform any of its obligations under this Agreement, including the prompt making of all payments as and when due, then Canon USA shall have the right to terminate this Agreement and any FTR Rental Schedules, to enter into Customer's premises to remove the equipment without the posting of any bond(s) and to pursue any other remedy at law or in equity. If any proceeding under the Bankruptcy Code, as amended, is commenced by or against Customer, Customer is adjudged insolvent, Customer makes any assignment for the benefit of its creditors, or a receiver is appointed in any proceeding to which Customer is a parry with authority to take possession or control of any hereto shall, at the option of Canon USA shall have and may exercise any one or more of the remedies set forth above and this Agreement and all FTR Rental Schedules pursuant hereto shall, at the option of Canon USA, without notice, immediately terminate. In the event of any breach of this Agreement, Canon USA, shall not have waived any of its rights
- 8. Customer's wholly owned domestic subsidiaries shall have the right to place orders hereunder, and any such subsidiary shall be considered a "Customer" and bound by the terms of this Agreement with respect to the FTR Rental Schedule signed by such subsidiary and the Equipment rented thereunder. In addition, Customer shall be responsible for all orders placed by its subsidiaries, and for any subsidiary's failure to pay the charges due and owing under a FTR Rental Schedule or any other amounts due and owing by any such subsidiary with respect to the Equipment subject to the relevant FTR Rental Schedule.
- 9. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK and constitutes the entire Agreement between the parties with respect to the rental of the equipment, superseding all previous proposals, oral or written. No representation or statement not contained on the original copy of this Agreement shall be binding upon Canon USA as a warranty or otherwise, nor shall this Agreement be modified or amended unless in writing and signed by a duly-authorized representative of Canon USA. Any suit between the parties relating to this Agreement, other than for payment of the charges due hereunder, shall be commenced, if at all, within one (1) year of the date

12-12020-mg Doc 1537-2 Filed 09/24/12 Entered 09/24/12 16:39:34 Exhibit A to Affidavit in Support of Objection of Canon Financial S Pg 4 of 17 08/20/2002 15:39 PAK 630 250 4120 CHICAGO CUSA NA + MOLLIE FIR'S **國002** 08/15/2002 18:81 FAX 1 248 686 2012 08/18/02 18:40 FAX 215 682 1871 IEON OFF SOLUTIONS Canon NATIONAL ACCOUNT FIR RENTAL SCHEDULE MASTER FIXED TERM RENTAL AGREEMENT Oznan U.S.A., Inc. ("Canon USA") agrees to rest to Customer named below the following Equipment to be installed at the location listed below, subject to all of the terms and conditions of the Muster Fixed Term Rental Agreement which is incorporated herein by reference and is identified by the above Master No. (the "Agreement"). The Customer represents that it is (i) the entity which signed the Agreement or (ii) a wholly owned convenic subsidiary thereof. If it is a subsidiary, Customer further represents that it shall be bound by the Agreement with respect to this Rental Schedule and the Equipment rested hereunder to the same extent as its parent which signed the Agreement. This Rental Schedule shall become effective upon Customer's execution. Assorat Name: OBSAC MITTER ALDOSOM NEMIC GIMAC MOTES ASSTRUCT SEST HERMANDS AVOINE Address & Walbur Grove Drive Sare: loves City: Wateries ≱বু।অভা City: Horsbam Zip Code SUITEZ Compass Brusk Starty Costact: Neomi Bennett Zep Code: 19044 Franc Number Plance Number 215-582-1874 breli Date Order Dear G-7-02 instell Dose Order Date B-5-02 المناف المن المناف المنافض الم टिमडाव्यान विस्तादा Orde कि 14650 DESCRIPTION OF BOOLINGAT one (I) Canon base RUNNER \$500 FONER INCLUSIVE one (I) Fintener K-2N ene (1) Mi Paper Deak SCEEDULE OF CHARGES CONTES INCLUDED MONTALY EASED OFTIONAL TERM OF RENTAL SERVICE KINTH OF MONTHS a 🗌 🕫 . ELICENS CORTE boits Far 473.94 Caler ই তার 4 405 Esch & with From This Schedule is increased and con-conceleble Supplies, such as paper, are available for purchase by Customer at Casan UEA's prices as in effect from time to time. This Schedule shall not become effective until it has been signed by a duly-authorized representative of Canon USA. CUSTOMER: GMAC MORTGAGE CANON USAL INC. -23-02 Noom Bennet

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NATIONAL ACCOUNT FTR RENTAL SCHEDULE MASTER FIXED TERM RENTAL AGREEMENT

Canon U.S.A., inc. ("Canon USA") agrees to rent to Customer named below the following Equipment to be installed at tine location listed below, subject to all of the terms and conditions of the Master Fixed Term Rental Agreement which is imcorporated herein by reference and is identified by the above Master No. (the "Agreement"). The Customer represents that it is (i) the entity which signed the Agreement or (ii) a wholly owned domestic substitizey thereof. If it is a subsidiary, Customer further represents that it shall be bound by the Agreement with respect to this Rental Schedule and the Equipment rented hereunder to the same extent as its parent which signed the Agreement. This Rentzl Schedule shall Decome effective upon Oustomer's execution.

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Supplies, such as paper, are available for purchase by Customer at Canon USA's prices as in effect from time to time.

This Schedule shall not become effective until it has been signed by a duly-authorized representative of Canon USA.

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NATIONAL ACCOUNT FTR RENTAL SCHEDULE MASTER FIXED TARM RENTAL AGREEMENT

Canon U.S.A., Inc. ("Canon USA") agrees to rent to Customer named below the following Equipment to be installed at the location listed below, subject to all of the terms and conditions of the Master Fixed Term Rental Agreement which is incorporated herein by reference and is identified by the above Master No. (the "Agreement"). The Customer represents that it is (i) the entity which signed the Agreement or (ii) a wholly owned domestic subsidiary thereof. If it is a subsidiary, Customer further represents that it shall be bound by the Agreement with respect to this Rental Schedule and the Equipment rental hereunder to the same entent as its parent which signed the Agreement. This Rental Schedule shall become effective upon Customer's execution.

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Supplies, such as paper, are available for purchase by Customer at Canon USA's prices as in effect from time to time.

This Schedule shall not become effective until it has been signed by a duly-sufferized representative of Canon USA.

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NATIONAL ACCOUNT FTR RENTAL SCHEDULE MASTER FIXED TERM RENTAL AGREEMENT

Canon U.S.A., Enc. ("Canon USA.") agrees to sent to Customer named below the following Equipment to be installed as the location listed below, subject to all of the terms and conditions of the Master Fixed Term Remai Agreement which is moorporated herein by reference and is identified by the above Master No. (the "Agreement"). The Customer represents that it is (i) the entity which signed the Agreement or (ii) a wholly owned domestic subsidiary thereof. If it is a subsidiary. Customer further represents that it shall be bound by the Agreement with respect to this Rental Schedule and the Equipment rented hereunder to the same extent as its parent which signed the Agreement. This Rental Schedule sizil

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Canon U.S.A., Inc. ("Canon USA") agrees to rent to Customer named below the following Equipment to be installed at the location listed below, subject to all of the terms and conditions of the Master Fixed Term Rental Agreement which is incorporated herein by reference and is identified by the above Master No. (the "Agreement"). The Customer represents that it is (i) the entity which signed the Agreement or (ii) a wholly owned domestic subsidiary thereof. If it is a subsidiary, Customer further represents that it shall be bound by the Agreement with respect to this Rental Schedule and the Equipment rented hereunder to the same extent as its parent which signed the Agreement. This Rental Schedule shall become effective upon Customer's execution.

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This Schedule shall not become effective until it has been signed by a duly-authorized representative of Canon USA.

GANON IT.S.A., INC.

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Doc 1537-2 Filed 09/24/12 Entered 09/24/12 16:39:34 Affidavit in Support of Objection of Canon Financial S Pg 9 of 17

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NATIONAL ACCOUNT FTR RENTAL SCHEDULE MASTER FIXED TERM RENTAL AGREEMENT

Canon U.S.A., Inc. ("Canon USA") agrees to rent to Customer named below the following Equipment to be installed at the location listed below, subject to all of the terms and conditions of the Master Fixed Term Rental Agreement which is incorporated herein by reference and is identified by the above Master No. (the "Agreement"). The Customer represents that it is (i) the entity which signed the Agreer ient of (ii) a wholly owned domestic subsidiary thereof. If it is a subsidiary. Cu nomer further represents that it shall be bound by the Agreement with respect to this Renzel Schedule and the Equipment rented hereunder to the same election as its parent which signed the Agre iment. This Remail Schedule shall

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This Schedule shall not become effective until ; has been signed by a duly-authorized representative of Canon USA.

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NATIONAL ACCOUNT FIR BENTAL SCHEDULE MASTER FIXED TERM RENTAL AGREEMENT

Cenon U.S.A., Inc. ("Cenon USA") agrees to rent to Customer named below the following Equipment to be installed at the location listed below, subject to all of the terms and conditions of the Master Fixed Term Rental Agreement which is incorporated herein by reference and is identified by the above Master No. (the "Agreement"). The Customer represents that it is (i) the entity which signed the Agreement or (ii) a wholly owned domestic subsidiary thereof. If it is a subsidiary, Customer further represents that it shall be bound by the Agreement with respect to this Rental Schedule and the Equipment rented hereunder to the same extent as its parent which signed the Agreement. This Rental Schedule shall become effective upon Customer's execution.

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Supplies, such as paper, are available for purchase by Customer at Canon USA's prices as in effect from time to time.

This Schedule shall not become effective until it has been algued by a duly-authorized representative of Canon USA.

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NATIONAL ACCOUNT FTR RENTAL SCHEDULE MASTER FIXED TERM RENTAL AGREEMENT



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ANON U.S.A., INC. Authorized Signature

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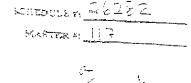
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NATIONAL ACCOUNT FTR RENTAL SCHEDULE MASTER FIXED TERM RENTAL AGREEMENT

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MASTER FIXED TERM RENTAL AGREEMENT

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NATIONAL ACCOUNT FTR RENTAL SCHEDULE MASTER FIXED TERM RENTAL AGREEMENT

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This Schedule shall not become offective until it has been signed by a duly-authorized representative of Canon USA.

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NATIONAL ACCOUNT FIR RENTAL SCHEDULE MASTER FIXED TERM RENTAL AGREEMENT

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CARONUS A. INC. 5,8 06
Authorized Signature

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NATIONAL ACCOUNT FTR RENTAL SCHEDULE MASTER FIXED TERM RENTAL AGREEMENT

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Zip Code: 10104 Contact Christopher Section		Zip Code: 48075	Contact: Cathorine Paterson
Phose Number: 212-884-7681		Phone Number: 244-26	
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